

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Assignment of Administrative Agent of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNY Asset Solutions, LLC		06/11/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York
Street Address:	Asset Solutions Division
Internal Address:	600 E. Las Colinas Blvd
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 127

Property Type	Number	Word Mark
Registration Number:	1865377	10,000 LAKES PASTA
Registration Number:	1456710	
Registration Number:	817475	A-B-C-ETTES
Registration Number:	1642927	AMERICAN BEAUTY
Registration Number:	1905784	AMERICAN BEAUTY
Registration Number:	1911635	AMERICAN BEAUTY
Registration Number:	1518157	AMERICAN BEAUTY
Registration Number:	1474360	AMERICAN BEAUTY
Registration Number:	2563146	AMERICAN BEAUTY FETTUCCINE FLORENTINE
Registration Number:	1288071	AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES
Registration Number:	2194407	CALCIUM RICH ELBOWS
Registration Number:	2191617	CALCIUM RICH SPAGHETTI
Registration Number:	818393	CAVALIERE

Registration Number:	420192	CAVALIERE
Registration Number:	867640	CHOO CHOO-WHEELS
Registration Number:	867641	CHOO CHOO-WHEELS
Registration Number:	1533072	CLASSIC CORNER
Registration Number:	1467570	COUNTRY KITCHEN
Registration Number:	511846	CREAM OF EGG
Registration Number:	847955	CREAM-A-RONI
Registration Number:	1248562	CREAMETTE
Registration Number:	1232094	CREAMETTE
Registration Number:	821223	CREAMETTE
Registration Number:	576129	CREAMETTE
Registration Number:	510104	CREAMETTE
Registration Number:	507026	CREAMETTE
Registration Number:	233754	CREAMETTE
Registration Number:	198245	CREAMETTE
Registration Number:	190536	CREAMETTE
Registration Number:	198425	CREAMETTE
Registration Number:	90907	CREAMETTE
Registration Number:	2553826	CREAMETTE KID'S CLUB
Registration Number:	2553914	CREAMETTE KID'S CLUB
Registration Number:	811448	CREAMETTES
Registration Number:	821224	CREAMETTES
Registration Number:	915957	CREAMETTES
Registration Number:	1855323	CRESCENDO
Registration Number:	701457	CURLY-RONI
Registration Number:	810854	D
Registration Number:	541258	DELMONICO
Registration Number:	877486	DELMONICO
Registration Number:	2179603	DERBY PASTA
Registration Number:	2418444	
Registration Number:	2493180	
Registration Number:	1986632	
Registration Number:	1248557	
Registration Number:	1000797	
Registration Number:	915314	

Registration Number:	884727	
Registration Number:	844679	
Registration Number:	509667	
Registration Number:	1875426	ECONOMY PAK
Registration Number:	212208	ELBO-RONI
Registration Number:	2026782	EVERY DAY'S A PRINCE PASTA DAY!
Registration Number:	524570	"FLUFFY DUMPLETS"
Registration Number:	1412540	GARDEN SHELLS
Registration Number:	1391026	GARDEN SPIRALS
Registration Number:	1412539	GARDEN WHEELS
Registration Number:	815540	GIOIA
Registration Number:	661447	GIOIA
Registration Number:	1390136	GIOIA GARDEN SPIRALS
Registration Number:	536579	GOODMAN'S
Registration Number:	571383	HOLSUM
Registration Number:	2637701	HOMEMADE FAST
Registration Number:	938182	IPPOLITO'S
Registration Number:	872289	ITALIAN PANTRY
Registration Number:	843884	ITALIANO
Registration Number:	784189	ITALIANO
Registration Number:	825007	KET-L-KUT
Registration Number:	603456	KLUS-KY
Registration Number:	769247	KRINKLY
Registration Number:	1818079	LA BELLA ROSA BRAND
Registration Number:	72945	LA GRISETTE
Registration Number:	1510313	LA PALOMA
Registration Number:	1110639	LA TERMINESE
Registration Number:	1109562	LIGHT 'N FLUFFY
Registration Number:	1403340	MERLINO'S
Registration Number:	1109794	MERLINO'S
Registration Number:	646880	MRS. WEISS'
Registration Number:	609228	MRS. WEISS'
Registration Number:	1708489	NEW MILL
Registration Number:	2510938	NEW WORLD PASTA
Registration Number:	2095977	NOVITA

Registration Number:	1239609	P&R
Registration Number:	1257063	P&R PROCINO-ROSSI
Registration Number:	878802	PASTA MIA
Registration Number:	1281774	AMERICAN BEAUTY PERFECTION ALL THAT ITS NAME IMPLIES
Registration Number:	2064886	PERFECTION
Registration Number:	1540729	PERFECTION
Registration Number:	682275	PERFECTION
Registration Number:	1062383	PISCITELLO'S
Registration Number:	177999	POT-PIE
Registration Number:	137680	PRINCE
Registration Number:	2507912	PRINCE
Registration Number:	778273	PRINCE
Registration Number:	691367	PRINCE
Registration Number:	2402592	PRINCE BISTRO
Registration Number:	50396	RED CROSS
Registration Number:	653871	RIPPLETS
Registration Number:	1303953	ROMA BRAND ARRIVE DERCI
Registration Number:	695771	RONI-MAC
Registration Number:	2022974	RONZONI
Registration Number:	2004806	RONZONI
Registration Number:	1201326	RONZONI
Registration Number:	518709	RONZONI
Registration Number:	1538349	RONZONI SONO BUONI
Registration Number:	821366	RONZONI SONO BUONI-RONZONI IS SO GOOD
Registration Number:	551327	SALAD-RONI
Registration Number:	844678	SAN GIORGIO
Registration Number:	607385	SAN GIORGIO
Registration Number:	128415	SAN GIORGIO
Registration Number:	1547584	SAN GIORGIO FETTUCCINI FLORENTINE
Registration Number:	968772	SAN GIORGIO SOUPETTES
Registration Number:	551328	SHEL-RONI
Registration Number:	1521166	SKINNER
Registration Number:	670993	SKINNER
Registration Number:	1313673	SKINNER'S

Registration Number:	971970	SKROODLES
Registration Number:	624605	SLENDERONI
Registration Number:	1499534	SONO BUONI CLUB
Registration Number:	998809	SUNDAY IS PRINCE LASAGNA DAY
Registration Number:	2418363	TAKING PASTA FURTHER
Registration Number:	1870717	THE PASTA EXPERTS
Registration Number:	874797	TORRONCINI
Registration Number:	1516570	TRIO ITALIANO
Registration Number:	1307324	TROMBETTE
Registration Number:	970866	WEDNESDAY IS PRINCE SPAGHETTI DAY

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2149813483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin Brown & Wood LLP

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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	28406-30020
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NAME OF SUBMITTER:	Dusan Clark, Esq.
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Total Attachments: 9

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TRANSFER AND ASSUMPTION AGREEMENT

TRANSFER AND ASSUMPTION AGREEMENT, dated as of June 11, 2004 between The Bank of New York, a New York banking corporation (the "Bank") and BNY Asset Solutions LLC, a Delaware limited liability company ("Asset Solutions").

WITNESSETH:

WHEREAS, Asset Solutions is a wholly owned subsidiary of the Bank; and

WHEREAS, Asset Solutions is engaged in the business (the "Business") of providing master, primary, backup and special servicing for a variety of commercial assets, including but not limited to general commercial loans, commercial mortgage backed loans, franchise loans and asset backed securities such as equipment leases and life settlements, as well as administrative agent services for syndicated loans; and

WHEREAS, the Bank is engaged in comparable types of business; and

WHEREAS, Asset Solutions is adopting a plan of dissolution pursuant to which it will be dissolved, its assets distributed or sold and the company liquidated and, Asset Solutions wishes to provide for the orderly transfer of its assets to the Bank as the sole member of Asset Solutions; and

WHEREAS, the parties hereto wish to set forth the terms and conditions on which the assets of Asset Solutions will be transferred.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein, the parties hereto agree as follows:

1. Transfer and Assumption. Except as otherwise provided in Section 4 upon the terms and subject to the conditions of this Agreement, the Bank agrees to accept from Asset Solutions, and Asset Solutions agrees to transfer, assign and convey to the Bank, on July 6, 2004 (the "Effective Time") all of Asset Solutions' right, title and interest in, to and under all of the assets, properties and rights of any kind held or used by Asset Solutions in connection with the Business at the Effective Time (the "Transferred Assets"), including:

(a) all rights (the "Rights") of Asset Solutions under, and all interests owned or held by Asset Solutions pursuant to the contracts, agreements, commitments or other arrangements set forth on Schedule 1 pursuant to which Asset Solutions provides services for its customers (the "Transferred Contracts");

(b) all accounts receivable of Asset Solutions;

(c) all cash on hand, in banks and in transit;

(d) all policies of insurance, if any, and fidelity and surety bonds, and all claims under present and previous policies or bonds;

(e) the name "BNY Asset Solutions" and all derivatives thereof, all trademarks and service marks (whether or not registered), trade names, and any associated logo or logos;

(f) all prepaid items of Asset Solutions;

(g) all rights or claims relating to or arising out of the Business under express or implied warranties from Asset Solutions' suppliers with respect to the assets and properties transferred to the Bank;

(h) all of the interest of Asset Solutions as lessee in any and all real property leases under which it occupies land or premises wherever situated;

(i) all supplies and inventories and office and other supplies;

(j) all permits and licenses relating to the operation of the Business;

(k) all computer software, including source code and documentation, works of authorship (e.g. marketing materials) and the copyrights therein, proprietary inventions, business methods and processes and any patent rights, trade secrets and lists of prospects used in the Business or under development, goodwill associated therewith, licenses and sub-licenses granted and obtained with respect thereto, and rights thereunder, remedies against infringement thereof and rights to protection of interests therein under the laws of all jurisdictions;

(l) all goodwill, customer lists and the right to represent to third parties that the Bank is the successor to the Business;

(m) all books and records of Asset Solutions relating to the Business, including all books of account, sales records, correspondence, promotional materials, credit records and other business records of whatever nature or kind; and

(n) all of Asset Solutions' rights, claims, credits, causes of action, rights to indemnification and contribution or rights of setoff against third parties relating to any of the foregoing.

2. Assumption of Obligations. On the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Asset Solutions shall transfer to the Bank and the Bank shall assume and agree to thereafter discharge when due, the obligations (the "Obligations") of Asset Solutions under the Transferred Contracts; provided, that Asset Solutions shall not transfer to the Bank, and the Bank shall not assume and discharge, any Obligations related to any Restricted Contract (as defined below) until the Bank has assumed Asset Solutions' rights, privileges and powers thereunder as contemplated by the second sentence of Section 4(b).

3. Instruments of Transfer. (a) At the Effective Time, Asset Solutions shall deliver to the Bank such agreements and other instruments of transfer and conveyance, each in form and content satisfactory to the Bank, and shall take such other action (including, without

limitation, the delivery of any notice required under any Transferred Contract), in each case as shall be necessary to effect the transfer and assignment of the Rights and assumption of the Obligations.

(b) At the Effective Time, Asset Solutions shall deliver to the Bank such agreements and instruments), in form and content satisfactory to the Bank, as shall:

(i) be necessary for the Bank to act as agent of Asset Solutions and fulfill its obligations under Section 4(b) with respect to any Restricted Contract; and

(ii) be necessary, upon the receipt of the consent or the amendment contemplated by the second sentence of Section 4(b) with respect to any Restricted Contract, to effect the transfer and assignment of the Rights and assumption of the Obligations.

4. Administration Pending Transfer. (a) This Agreement shall not constitute an assignment or transfer of any Transferred Contract or any rights, privileges and powers of Asset Solutions thereunder if such assignment or transfer would be ineffective or would constitute a default under, or other contravention of, the provisions of such Transferred Contract or give rise to any right of acceleration of any obligation thereunder or any right to termination thereof (a "Restricted Contract").

(b) With respect to any Restricted Contract, at the Effective Time, the Bank shall assume the responsibility, as agent of Asset Solutions, to supervise, manage, administer and otherwise fulfill the duties of Asset Solutions with respect to such Restricted Contracts until the requisite consents are obtained (or the Restricted Contract amended to provide) for the Bank to become the successor to Asset Solutions or otherwise assume Asset Solutions' rights, privileges and powers thereunder. Upon receipt of such consent (or the amendment of such Restricted Contract), the Bank will assume Asset Solutions' rights, privileges and powers thereunder. As compensation for acting as agent of Asset Solutions with respect to any Restricted Contract pursuant to this Section 4(b), the Bank shall be entitled to all fees thereunder and all other revenues received by Asset Solutions in respect thereof.

5. Further Assurances. From and after the date hereof, Asset Solutions shall give such further assurances to the Bank and shall execute, acknowledge and deliver all such acknowledgments and other instruments and take such further action as may be necessary or appropriate to effectuate the transactions contemplated by this Agreement, including delivering or causing to be delivered such further instruments as any person whose consent, waiver or approval is required with respect to the consummation of the transactions contemplated hereby may reasonably request. In the event that at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Bank with full title to the Transferred Assets, Asset Solutions shall take all such lawful and necessary action as may be reasonably required.

6. Third Party Beneficiaries. No party to this Agreement intends any provision of this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Asset Solutions or the Bank.

7. Independent Contractor. Except as expressly set forth in Section 4(b), nothing contained in this Agreement shall be construed as constituting or giving rise to a partnership, joint venture or agency between Asset Solutions and the Bank.

8. Successors and Assigns. All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective transferees, successors and permitted assigns, provided, however, that the Bank may assign, transfer or delegate this Agreement or any of its rights, privileges, duties and obligations hereunder to an affiliate of the Bank which is qualified to engage in the Business and any reference to the Bank in this Agreement shall be deemed to include any such affiliate.

9. Amendments and Waivers. None of this Agreement, any of the instruments referred to herein or any of the provisions hereof or thereof shall be amended, modified or waived in any fashion except by an instrument in writing signed by each of the parties hereto. No delay on the part of either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

10. Severability of Provisions. If any provision of this Agreement, or the application of any such provision to any Person or circumstance, shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one instrument.

12. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WITHIN SUCH STATE AND WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS.

13. WAIVER OF JURY. THE PARTIES HERETO EACH HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIPS ESTABLISHED HEREUNDER.

14. Captions. The captions contained in this Agreement are for convenience of reference only and do not form a part of this Agreement.

15. Entire Agreement. This Agreement and the other written instruments specifically referred to herein embody the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, Asset Solutions and the Bank have executed and delivered this Agreement as of the day and year first above written.

BNY ASSET SOLUTIONS LLC

By 
Name:
Title:

THE BANK OF NEW YORK

By _____
Name:
Title:

14. Captions. The captions contained in this Agreement are for convenience of reference only and do not form a part of this Agreement.


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IN WITNESS WHEREOF, Asset Solutions and the Bank have executed and delivered this Agreement as of the day and year first above written.

BNY ASSET SOLUTIONS LLC

By _____
Name:
Title:

THE BANK OF NEW YORK

By 
Name:
Title:

SCHEDULE 1

MARK	Ser. No.	Date Filed	Reg. No.	Date of Reg.
10,000 LAKES PASTA	74-405,066	19930624	1,865,377	19941129
100% and Design	73-635,354	19861215	1,456,710	19870908
A-B-C-ETTES	72-178,778	19631011	817,475	19661025
AMERICAN BEAUTY	73-831,248	19891013	1,642,927	19910430
AMERICAN BEAUTY and Design	74-540,206	19940620	1,905,784	19950718
AMERICAN BEAUTY and Design	74-539,994	19940620	1,911,635	19950815
AMERICAN BEAUTY and Design	73-719,364	19880325	1,518,157	19881227
AMERICAN BEAUTY and Design	73-608,263	19860707	1,474,360	19880126
AMERICAN BEAUTY FETTUCCINE FLORENTINE and Design	76-077,497	20000626	2,563,146	20020423
AMERICAN BEAUTY PERFECTION BRAND ALL THAT ITS NAME IMPLIES and Design	73-393,542	19820929	1,288,071	19840731
CALCIUM RICH ELBOWS and Design	75-180,280	19961011	2,194,407	19981006
CALCIUM RICH SPAGHETTI and Design	75-180,279	19961011	2,191,617	19980922
CAVALIERE	72-240,946	19660314	818,393	19661108
CAVALIERE	71-424,611	19391016	420,192	19460402
CHOO CHOO-WHEELS	72-300,596	19680617	867,640	19690401
CHOO CHOO-WHEELS and Design	72-300,597	19680617	867,641	19690401
CLASSIC CORNER	73-742,393	19880727	1,533,072	19890404
COUNTRY KITCHEN	73-523,799	19850225	1,467,570	19871201
CREAM OF EGG	71-541,753	19470721	511,846	19490705
CREAM-A-RONI	72-263,750	19670201	847,955	19680423
CREAMETTE	73-334,929	19811102	1,248,562	19830816
CREAMETTE	73-295,181	19810202	1,232,094	19830322
CREAMETTE	72-231,393	19651023	821,223	19661227
CREAMETTE	71-640,728	19530114	576,129	19530616
CREAMETTE	71-543,899	19471210	510,104	19490524
CREAMETTE	71-543,897	19471210	507,026	19490222
CREAMETTE	71-211,981	19250401	233,754	19271011
CREAMETTE	71-194,980	19240404	198,245	19250512
CREAMETTE	71-194,978	19240404	190,536	19241014
CREAMETTE	71-191,009	19240119	198,425	19250519
CREAMETTE	71-066,329	19121017	90,907	19130401
CREAMETTE KID'S CLUB	76-019,216	20000407	2,553,826	20020326
CREAMETTE KID'S CLUB and Design	76-047,168	20000515	2,553,914	20020326
CREAMETTES	72-229,070	19651001	811,448	19660719
CREAMETTES	72-231,396	19651023	821,224	19661227
CREAMETTES and Design	72-295,512	19680412	915,957	19710706
CRESCENDO	74-397,539	19930601	1,855,323	19940920
CURLY-RONI	72-066,195	19590121	701,457	19600719
D and Design	72-227,659	19650913	810,854	19660705
DELMONICO	71-509,503	19460921	541,258	19510424
DELMONICO and Design	72-305,410	19680819	877,486	19690923
DERBY PASTA	75-263,352	19970314	2,179,603	19980804
DESIGN ONLY	75-747,001	19990709	2,418,444	20010102
DESIGN ONLY	75-679,451	19990412	2,493,180	20010925
DESIGN ONLY	74-603,092	19941125	1,986,632	19960716
DESIGN ONLY	73-327,273	19810908	1,248,557	19830816
DESIGN ONLY	72-464,451	19730801	1,000,797	19741231
DESIGN ONLY	72-295,513	19680412	915,314	19710615
DESIGN ONLY	72-268,161	19670403	884,727	19700120
DESIGN ONLY	72-243,174	19660411	844,679	19680220

SCHEDULE 1

DESIGN ONLY	71-539,850	19471101	509,667	19490510
ECONOMY PAK and Design	74-429,844	19930830	1,875,426	19950124
ELBO-RONI	71-224,711	19251215	212,208	19260427
EVERY DAY'S A PRINCE PASTA DAY	75-015,747	19951107	2,026,782	19961231
FLUFFY DUMPLETS	71-571,497	19490103	524,570	19500425
GARDEN SHELLS and Design	73-584,084	19860221	1,412,540	19861007
GARDEN SPIRALS and Design	73-554,831	19850822	1,391,026	19860422
GARDEN WHEELS and Design	73-584,083	19860221	1,412,539	19861007
GIOIA	72-188,008	19640305	815,540	19660920
GIOIA	72-037,330	19570904	661,447	19580506
GIOIA GARDEN SPIRALS and Design	73-554,830	19850822	1,390,136	19860415
GOODMAN'S	71-579,594	19490527	536,579	19510116
HOLSUM	71-629,643	19520514	571,383	19530303
HOMEMADE FAST	76-261,004	20010523	2,637,701	20021015
IPPOLITO'S	72-397,467	19710715	938,182	19720718
ITALIAN PANTRY	72-301,232	19680624	872,289	19690701
ITALIANO and Design	72-243,447	19660414	843,884	19680206
ITALIANO and Design	72-143,633	19620502	784,189	19650126
KET-L-KUT	72-229,071	19651001	825,007	19670228
KLUS-KY	71-639,914	19550103	603,456	19550315
KRINKLY	72-165,016	19630320	769,247	19640505
LA BELLA ROSA BRAND and Design	74-326,293	19921028	1,818,079	19940125
LA GRISETTE	71-037,274	19080909	72,945	19090302
LA PALOMA	73-624,689	19861007	1,510,313	19881025
LA TERMINESE	73-154,584	19780109	1,110,639	19790102
LIGHT 'N FLUFFY	73-116,904	19770224	1,109,562	19781219
MERLINO'S	73-562,396	19851010	1,403,340	19860729
MERLINO'S	73-152,153	19771215	1,109,794	19781219
MRS. WEISS'	72-006,309	19560412	646,880	19570611
MRS. WEISS'	71-669,380	19540702	609,228	19550719
NEW MILL	74-185,982	19910717	1,708,489	19920818
NEW WORLD PASTA	75-679,450	19990412	2,510,938	20011120
NOVITA	75-065,822	19960301	2,095,977	19970909
P&R	73-354,746	19820315	1,239,609	19830524
P&R PROCINO-ROSSI and Design	73-379,480	19820811	1,257,063	19831108
PASTA MIA and Design	72-309,617	19681014	878,802	19691014
PERFECTION AMERICAN BEAUTY BRAND ALL THAT ITS NAME IMPLIES and Design	73-400,821	19821025	1,281,774	19840612
PERFECTION and Design	75-091,909	19960422	2,064,886	19970527
PERFECTION and Design	73-725,819	19880502	1,540,729	19890523
PERFECTION and Design	72-050,046	19580421	682,275	19590721
PISCITELLO'S	73-091,352	19760623	1,062,383	19770329
POT-PIE	71-181,131	19230525	177,999	19240101
PRINCE	71-121,126	19190730	137,680	19201130
PRINCE and Design	75-831,982	19991026	2,507,912	20011113
PRINCE and Design	72-163,763	19630301	778,273	19641006
PRINCE and Design	72-061,967	19581105	691,367	19600112
PRINCE BISTRO	75-549,257	19980908	2,402,592	20001107
RED CROSS	71-012,212	19050905	50,396	19060313
RIPPLETS	72-024,382	19570213	653,871	19571029
ROMA BRAND ARRIVE DERCI and Design	73-119,487	19770317	1,303,953	19841106
RONI-MAC	72-066,194	19590121	695,771	19600405

SCHEDULE 1

RONZONI	74-654,900	19950327	2,022,974	19961217
RONZONI	74-539,993	19940620	2,004,806	19961001
RONZONI	73-174,405	19780614	1,201,326	19820713
RONZONI	71-554,610	19480414	518,709	19491213
RONZONI SONO BUONI	73-743,087	19880729	1,538,349	19890509
RONZONI SONO BUONI-RONZONI IS SO GOOD	72-221,636	19650621	821,366	19661227
SALAD-RONI	71-605,291	19501023	551,327	19511127
SAN GIORGIO	72-243,173	19660411	844,678	19680220
SAN GIORGIO	71-669,916	19540713	607,385	19550614
SAN GIORGIO	71-115,859	19190214	128,415	19200106
SAN GIORGIO FETTUCCINI FLORENTINE <SAINT GEORGE> and Design	73-714,016	19880229	1,547,584	19890711
SAN GIORGIO SOUPETTES	72-435,570	19720914	968,772	19730918
SHEL-RONI	71-605,292	19501023	551,328	19511127
SKINNER	73-726,104	19880502	1,521,166	19890117
SKINNER	72-042,933	19571223	670,993	19581209
SKINNER'S and Design	73-129,951	19770610	1,313,673	19850108
SKROODLES	72-444,436	19721222	971,970	19731030
SLENDERONI	71-683,920	19550321	624,605	19560403
SONO BUONI CLUB	73-702,155	19871221	1,499,534	19880809
SUNDAY IS PRINCE LASAGNA DAY	72-462,871	19730713	998,809	19741119
TAKING PASTA FURTHER	75-686,746	19990419	2,418,363	20010102
THE PASTA EXPERTS	74-372,839	19930329	1,870,717	19941227
TORRONCINI	72-302,122	19680705	874,797	19690812
TRIO ITALIANO	73-668,066	19870622	1,516,570	19881213
TROMBETTE	73-410,720	19830124	1,307,324	19841127
WEDNESDAY IS PRINCE SPAGHETTI	72-411,047	19711223	970,866	19731016

TRADEMARK

RECORDED: 09/13/2004

REEL: 002934 FRAME: 0399